

1 STATE OF CONNECTICUT

2 STATE EMPLOYEES RETIREMENT COMMISSION

3 PURCHASE OF SERVICE AND RELATED MATTERS MEETING

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5 DATE: NOVEMBER 6, 2024

6 HELD VIA ZOOM

7 CONVENED AT 9:06 A.M.
8 -----

9 Present (Via Zoom):

10 Peter Adomeit, Chairman

11 Michael Carey, Trustee

12 Carl Chisem, Trustee

13 John Disette, Trustee

14 David Krayeski, Trustee

15 John Herrington, Retirement Services Division Director

16 Benjamin Sedrowski, Retirement Services Division

17 Patricia Meskers, Retirement Services Division

18 Cindy Cieslak, Rose Kallor LLP
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1 (Proceedings commenced at 9:06 a.m.)

2 CHAIRMAN ADOMEIT: This is Peter Adomeit. This is the
3 Purchase of Service and Related Matters Subcommittee meeting of
4 the State Employees Retirement Commission being held remotely
5 using Zoom technology. And Cindy, do you have the attendance,
6 please.

7 MS. CIESLAK: Good morning. This is Cindy Cieslak.
8 Present today we have Chairman Peter Adomeit, Trustee Carl
9 Chisem, Trustee Michael Carey, Trustee John DiSette, Trustee
10 David Kraveski. From the Retirement Services Division, John
11 Herrington, Division Director and also Ben Sedrowski and Pat
12 Meskers. From Tax Counsel, Robinson and Cole, Virginia
13 McGarrity, and I'm Cindy Cieslak, General Counsel from Rose
14 Kallor.

15 CHAIRMAN ADOMEIT: Okay. Under approval of the
16 agenda, we have to remove two items from the agenda. I need a
17 motion, please, to remove Frankie Cuevas and a motion to remove
18 Michele Legace.

19 MR. DISETTE: So moved.

20 MS. CIESLAK: This is Cindy Cieslak. Can I just
21 confirm John DiSette made that motion?

22 MR. DISETTE: I apologize. John DiSette, so moved.

23 CHAIRMAN ADOMEIT: Do I have a second?

24 MR. CAREY: Mike Carey, second.

25 CHAIRMAN ADOMEIT: Thanks Mike. All in favor, say aye

1 or raise your hand. It's unanimous, the ayes have it.

2 CHAIRMAN ADOMEIT: Okay. Motion to approve the
3 agenda, then?

4 MR. DISETTE: John DiSette, so moved.

5 MR. CAREY: Carey, second.

6 CHAIRMAN ADOMEIT: All in favor say aye or raise your
7 hand. It's unanimous, the ayes have it.

8 New Business, Jared Barbero.

9 MR. SEDROWSKI: Good morning, ladies and gentlemen.
10 Mr. Barbero's appeal starts on page 2 of the PDF of your packet
11 materials today. Mr. Barbero is a similarly situated individual
12 to what we've seen relatively recently in the past regarding
13 military purchases, in which case he received an initial invoice
14 following his date of hire where he submitted a timely
15 application to purchase his military service. There was no
16 response to that initial invoice. A last chance letter was then
17 issued to him by this division, at which case there was no
18 response received from Mr. Barbero at that time. The Division
19 then subsequently closed his request back in 2014 when the last
20 chance opportunity letter was sent out later on in November of
21 2017. Mr. Barbero then submitted an additional request to
22 purchase that military service, that same period. RSD received
23 this through his employing agency in late 2017. In early 2018,
24 RSD administratively denied that request to Mr. Barbero, stating
25 for the facts as presented here that he had already app --

1 first, that the new application was outside of the 1 year
2 purchase window deadline, as well as the fact that he had
3 already received that last chance opportunity and had failed to
4 respond to it. In defense of his claim he has raised two
5 particular defenses and arguments towards that. One is that he
6 never received the last chance opportunity letter. It was
7 mailed and delivered by certified mail to his address of record
8 at the time as provided by him to the Division. He has
9 submitted an affidavit from his father, Peter Barbero, stating
10 that his father had received the letter at the house and that he
11 had never given it to his son. RSD is unable to verify or
12 confirm any of those statements in regards to that. We can only
13 confirm that it was mailed by certified mail and it was received
14 and signed for at the address of record at that time. The
15 second argument that he has raised in defense of this case is
16 regarding another individual, a Matthew Harrington (ph), in a
17 prior military purchase that he was permitted to complete. Mr.
18 Harrington's case does differ factually from the one as
19 presented here for -- to begin, Mr. Harrington started
20 employment in 2019, in which case he then also submitted a
21 timely application to purchase his military service. Just as
22 Mr. Barbero, he did not respond to the initial invoice and RSD
23 then subsequently closed his record as such. He did not receive
24 a last chance opportunity letter during that period, however, he
25 then came forward in 2022 and through DAS requested that last

1 chance opportunity be presented to him, at which point RSD did
2 issue that last chance opportunity, and then he subsequently
3 authorized and completed the purchase. I will say that they
4 differ substantially in the circumstances surrounding when the
5 application came in and the last chance opportunity, as well as
6 the time difference between 2013 of initial employment in 2019
7 to 2022.

8 MR. KRAYESKI: Ben, this is Dave Krayeski. I have
9 just a quick question.

10 MR. SEDROWSKI: Sure.

11 MR. KRAYESKI: Is a final letter the only piece of
12 correspondence they get?

13 MR. SEDROWSKI: So, they receive the initial invoice
14 and correspondence, and then they receive the last chance
15 letter. So those are the two pieces that they receive. That
16 would be the last correspondence they receive from the Division
17 though.

18 MR. KRAYESKI: Okay. And do we have evidence that
19 he received the first letter?

20 MR. SEDROWSKI: We do not have any evidence that he
21 received the first letter. There is, if you look to exhibit --
22 or I just want to make sure that I'm not mixing up my facts
23 'cause there are multiple of the same claim in this
24 subcommittee, so pardon me for one moment. Inside of the RSD
25 records, there was no certified receipt for that invoice for

1 that initial letter. However, he is not contesting that he did
2 not receive the initial letter either.

3 MR. KRAYESKI: And the -- I'm looking at Exhibit A,
4 page 2 of 13.

5 MR. SEDROWSKI: Yes, sir.

6 MR. KRAYESKI: It does say, I mean, you know, you
7 can't really read the signature. It could be Peter, it could be
8 Jared, who knows, but it does say that the received by was
9 Jared, not Peter on there. Okay. All right.

10 MR. DISETTE: But he did submit his application
11 timely. Am I getting that right?

12 MR. SEDROWSKI: Yes. His initial application was
13 submit timely, yes, that's correct, sir.

14 MR. DISETTE: But he didn't elect to authorize payroll
15 deductions. Is that -- is that what we're missing here?

16 MR. SEDROWSKI: He did not elect to complete the
17 purchase in either response, so he was offered the payroll
18 deduction plan or lump sum and advised that if no response was
19 received, that it would expire and his record would be
20 terminated.

21 MR. DISETTE: Okay. So can you help me out, then,
22 with this 5-193IK and 5-193IL? Is that what -- is that the
23 conflict we have here, that the application was in, but there's
24 no timeline for the election?

25 MR. SEDROWSKI: So that is something that has

1 routinely come before this subcommittee and the Commission,
2 especially in recent years, particularly that the statutes
3 themselves as well as the C-back agreements are silent on to
4 when a member needs to elect to, you know, yes or no to the
5 purchase. Once they've received that invoice, post the
6 application window, the statutes specifically state that they
7 must apply within 1 year, and then once it is elected, it must
8 be completed within 24 months. So those are those two deadlines
9 that are provided by statute. There's longstanding division
10 policy that has also been upheld by this commission regarding
11 that if an individual comes forward, applies timely, and then
12 comes forward later after the application deadline, they need to
13 show a reason for the basis for why that election was delayed
14 and outside of the election window -- or sorry, outside of the
15 application deadline.

16 MR. DISETTE: And that's what's, you know, go ahead.
17 I apologize.

18 MR. CAREY: And I'm sorry, John. I was just going to
19 ask Ben, regarding the calculation, that's based upon a certain
20 period of time, correct? Or how is the calculation made?

21 MR. SEDROWSKI: So the -- in regards to how much they
22 need to pay for the military service?

23 MR. CAREY: That is -- that is correct, Ben. Thank
24 you.

25 MR. SEDROWSKI: It is a flat rate that's prescribed by

1 statute.

2 MR. CAREY: Okay.

3 MR. DISETTE: But how does the -- this is John
4 Disette, I apologize for not saying it before, but there is a 5%
5 interest rate as well, right? So if you delay you're accruing
6 interest on the --

7 MR. SEDROWSKI: The interest that's stated in the
8 write up, particularly, you know, right in there underneath the
9 deadline of purchase military service, is that the one that
10 you're referring to, sir?

11 MR. DISETTE: Correct.

12 MR. SEDROWSKI: Okay. So that's the installment
13 interest for the payroll deductions and not necessarily any kind
14 of gap interest to make the fund whole in that response, that's
15 just because you've elected the payroll deduction, you now have
16 this additional interest installment that's going along that to
17 just -- to compensate us for not receiving the funds in a lump
18 sum.

19 MR. DISETTE: Okay. John Disette again. So if they
20 elect a 1 year repayment, it's only 5% at one time, and if they
21 elect a 2 year repayment, it's 5% for each of the two years, and
22 that's it?

23 MR. SEDROWSKI: That I will have to defer to Patricia
24 Meskers. Patty, if you are able to answer that question in
25 regards to how the installment interest works? I'm not sure how

1 that goes. I do believe that they are offered prescribed
2 timeframes for the purchase window in the payroll deductions,
3 and then those interests are automatically calculated based on
4 those payment windows.

5 MS. MESKERS: Correct, it's just the gap interest that
6 replaces the time period from the -- rather than the lump sum.
7 It's just the gap from as you're paying till you finish paying.
8 So it doesn't pay the fund, it's just a gap interest to give you
9 the installment period.

10 MR. DISETTE: Appreciate that. Thank you.

11 MS. MESKERS: Oh, I'm sorry. That was Patricia
12 Meskers.

13 MR. SEDROWSKI: Thank you, Patty. Greatly
14 appreciated.

15 I will also note that there is a likely timeliness
16 issue in regards to Mr. Barbero's appeal. He did receive the
17 administrative denial from this division in March of 2018. He
18 did not bring this appeal forward until August of 2024, so he is
19 outside of that 6 year statute of limitation window. And that
20 is also utilizing the denial from the most recent application
21 opposed to looking at his initial application that he submitted
22 in 2013.

23 MR. KRAYESKI: Based on the totality of circumstances,
24 I would make a motion that we deny this request for a variety of
25 reasons, but it does seem like this individual had a number of

1 opportunities not only to purchase, but also to appeal and did
2 neither in a timely fashion.

3 MR. CAREY: This is my Mike Carey. I second that
4 motion.

5 CHAIRMAN ADOMEIT: Okay. Any further discussion?
6 Hearing none, all in favor, say aye or raise your hand. It's
7 unanimous, the aye's have it. My notes say deny, so I agree
8 with the group. Okay. Jeffrey Ford.

9 MR. SEDROWSKI: Okay. Mr. Jeffrey Ford is found on
10 page 18 of the PDF of the materials for today. Mr. Ford is,
11 again, a military purchase request that was being requested to
12 be honored past the one year deadline. Mr. Ford was first hired
13 by the state back in 2010, at which time he did become a member
14 of the Tier 2A Retirement Plan. Upon hire, he, once again,
15 similar to our previous case, did submit a timely request to
16 purchase that service. He was invoiced in 2011 and then no
17 response being received from Mr. Ford. He was sent a last
18 chance opportunity letter in 2012. This letter did instruct Mr.
19 Ford particularly that should he wish to complete the purchase,
20 he was required to fill out the purchase form or the purchase
21 request form that was attached to that letter and then mail that
22 back to the Retirement Services Division to have an invoice
23 regenerated to send out to him as a revised amount. However, no
24 response was received to that last chance letter in 2012, and as
25 such, RSD then entered a file note closing out the record as

1 forfeited. Mr. Ford contacted RSD via e-mail last month through
2 his attorney and requested the purchase of this military
3 service. We denied that by e-mail shortly thereafter on that
4 same day, and Mr. Ford then appealed the denial to the
5 commission. Similar to the last case, he did submit it timely.
6 He did fail to elect it, and we have the same background in
7 regards to that. Mr. Ford has asserted that there was some
8 agency error in regards to what happened after the last chance
9 letter. So Mr. Ford has stated in his affidavit that following
10 receipt of the last chance letter, he contacted RSD and spoke
11 with an individual. He did not name that individual and was
12 unable to do so. He did also say that he had replied or
13 recalled replying to RSD employee at the time, Cheryl Ash, and
14 asking for more information. He did not submit any kind of
15 supporting e-mails or documentation for these, and there's
16 nothing in his record to support that. Additionally, Cheryl Ash
17 no longer works for us, so we have no ability to confirm or deny
18 anything from the actual employee involved in our division. I
19 will say, though, that to his point, that the person on the
20 phone said that they would be sending over documents regarding
21 his time that he was eligible to purchase, that the letter
22 itself instructed him on the set manner in which he would go
23 about getting a new invoice, and he did not follow those
24 instructions.

25 CHAIRMAN ADOMEIT: We're making recommendations to

1 send this decision to the full Commission, correct? Yeah?

2 Okay. So that's understood.

3 MR. CAREY: So, Mr. Chairman, this is Mike Carey. In
4 the Ford matter, I would move that the subcommittee recommend
5 that the full Commission deny Mr. Ford's request.

6 MR. DISETTE: I'll second that.

7 CHAIRMAN ADOMEIT: Any discussion? Hearing none, all
8 in favor say aye or raise your hand. It's unanimous. The aye's
9 have it. Daphne Gooden.

10 MR. SEDROWSKI: Ms. Gooden's appeal is found on page
11 36 of your PDF of the packet. Ms. Daphne Gooden is a recently
12 approved disability retiree SERS. She currently is on payroll
13 with an effective June 1, 2024 date of retirement. She is
14 specifically requesting the Commission permit a retroactive date
15 of retirement for her and that while she was awaiting MEB
16 determination, her sick leave accruals and her vacation accruals
17 were used to pay her a biweekly salary during this period. And
18 to her point, she specifically requested to the agency that only
19 her sick accruals be used and not her vacation accruals. To
20 that end, she has requested that -- apologies, one second -- she
21 came forward to the division after being notified of her
22 approval, in which case she then asked for a retroactive date of
23 retirement and when it was investigated, that's when it was
24 discovered that the agency had gone past using just the sick
25 accruals and had begun to start using the vacation accruals in

1 addition to them without notifying her. I did not speak with
2 the agency personally, however, I did speak with the DAS
3 benefits and leaves pod. They did confirm Ms. Gooden's intent
4 when she did complete the application and the instructions that
5 were given to her, and she did confirm that with the agency that
6 the agency did not inform her prior to -- or get her consent
7 prior to making that change. To that end, I did not have access
8 to their records, however, on my end, I was able to scrub the
9 time sheets for Ms. Gooden during that period. The vacation
10 time begins with pay period February 22, 2024, and continues
11 until her date of retirement on May 30, 2024. Because she
12 received salary at that time of approximately \$24,787 she's
13 precluded from collecting a pension without remitting that
14 money. However, if she did, she would still be entitled to the
15 vacation payout for that time, so it's unclear 100% where that
16 date would also fall.

17 MR. KRAYESKI: Ben, this is Dave Krayeski. Given the
18 fact that she was on the payroll, earning her normal biweekly
19 and deductions were taken out for a variety of things; health
20 insurance, you know, 457's, all those other types of things, has
21 the Division or the Comptroller's office reconciled if there
22 are -- or maybe this happens after, I don't know, but any
23 adjustments that would be made given the fact that those
24 deductions were made?

25 MR. SEDROWSKI: So she would have made -- correct me

1 if I'm misunderstanding the question, sir. So she would have
2 made retirement contributions during that period. So she
3 would -- she is receiving retirement credit for that period. So
4 in addition to her biweekly salary, because she was receiving
5 her accruals during that period, she is getting full retirement
6 credit as well. So that is included in her pension calculations
7 for her statutory benefit.

8 MR. KRAYESKI: But if we retroactively go back --

9 MR. SEDROWSKI: Mm hmm.

10 MR. KRAYESKI: -- and deduct that time out --

11 MR. SEDROWSKI: Oh, yep.

12 MR. KRAYESKI: -- that adjustment. And then so if she
13 was paying, perhaps this could be a benefit to her as well, but
14 if she was paying \$127 a month for health insurance during that
15 period of time and if she were to disability retire, does she
16 get that money back?

17 MR. HERRINGTON: Yeah, I think --

18 MR. KRAYESKI: Would she be covered?

19 MR. HERRINGTON: Yeah, this is John Herrington. I
20 mean, I think the largest would be FICA. FICA is an issue, FICA
21 and Medicare that she would have paid out of the vacation, and
22 we would have to reconcile that, right? The the arbitrage
23 between retiree health insurance and active health insurance and
24 hers to her benefit, so she would be due money there as well.

25 MR. CAREY: And Ben and John, this is Mike. I've got

1 another question for you. I'm aware that when a person is going
2 to apply for disability retirement, the agency places them on
3 leave of absence pending disability retirement. In the event
4 that -- I guess my question is, if this person had not requested
5 to use vacation time, and indeed the vacation time had not been
6 used, what would have been the effective date of the retirement?
7 Because until that's approved, the agency's still keeping them
8 on the books is my understanding, or am I incorrect there?

9 MR. SEDROWSKI: So I would say that her -- if she did
10 not certify to use her accruals during that period, even though
11 she's on a leave of absence pending disability determination,
12 her accruals will just sit there until that's either approved or
13 denied. If it's approved, she'll receive her vacation payout in
14 lump sum as if she had retired and the effective date would be
15 her originally intended date of retirement of January.

16 MR. HERRINGTON: Right? I think that there'd be two
17 different scenarios, one would be if she did not elect to use
18 her accruals, it would be the date that she names in the
19 application, even if she's on leave. If she elects to use the
20 accruals, it's the first of the month following the expiration
21 of those accruals.

22 MR. CAREY: As side note from a continuing matter of
23 practice, if a person is going to apply for disability
24 retirement and they have accruals available to them that would
25 extend beyond the requested date of retirement, we might tuck

1 that away to revisit that option or that issue.

2 MR. HERRINGTON: Yeah. I would -- I would say across
3 the board, right? And not to hijack this issue, that policy was
4 set up on a completely different set of facts where people
5 routinely waited, you know, 6 months, 18 months, 24 months.
6 Right now, if someone submits their application and their
7 medical documentation, it's rare if it's more than 90 days for
8 anyone to go before the MEB in the first instance.

9 MR. CAREY: Understood. Thank you, John. But given
10 the totality of these circumstances, while I appreciate the
11 difficulty of this person's situation and perhaps the confusion
12 that is involved, I would move that we recommend that the full
13 Commission deny Ms. Gooden's request.

14 MR. DISETTE: I'm not hearing the second on that.

15 MR. CAREY: I thought it was my headset.

16 MR. KRAYESKI: Michael, explain your logic on the
17 denial.

18 MR. CAREY: My logic regarding the denial is that
19 I'm -- I'm sympathetic. I think she --

20 MR. KRAYESKI: Yeah.

21 MR. CAREY: This is not her fault.

22 MR. KRAYESKI: She got that info.

23 MR. CAREY: I just think that trying to undo all of
24 this creates a lot of problem and difficulty, perhaps more -- to
25 fix it, well, I think part of our conversation was that even

1 though this was not her intent, she did gain some benefit from
2 having been on vacation leave, because she would have received
3 that payout regardless. And during that period of time, she
4 also accrued additional retirement service credit, which, again,
5 is to her benefit. We then have all the other tax issues that
6 are involved and would be very complicated to reconstruct or
7 undue and I think, you know, where I am on this at this point is
8 yes, there was confusion here, and the State did not implement
9 as she had requested, but I'm trying to assess the harm. How
10 much harm was done to her? She was entitled to the vacation
11 payout anyways. She received the vacation, and as a result of
12 having had those time sheets coded as vacation, she actually
13 accrues additional benefit by getting more time into her length
14 of service for retirement calculation purposes. So, based upon
15 that, I'm not seeing that this -- any -- I'm not seeing a lot of
16 harm here or maybe no harm at all. And and based on that, in
17 conjunction with the high level of complexity to undo something
18 like this, makes me say, while I'm sympathetic, I would leave it
19 alone and deny her request. That's where I am on it and maybe
20 I'm missing something. Love to hear it if I am.

21 MR. HERRINGTON: Yeah, this is John Herrington. I
22 appreciate that, and I certainly appreciate that that's kind of
23 the same lens that I view this through, that there's there's not
24 a great deal of harm. There's absolutely a great deal of
25 administrative burden. I would also say, right, I think it's

1 clear that the member's intent was clear and it wasn't followed.
2 It's also clear that the member didn't, you know, alert anyone
3 when the member continued to receive checks for a number of
4 months where if her instructions were followed, that the checks
5 would have ended. And at the end of the day, although it's the
6 same money if someone's paid a lump sum of their vacation as if
7 they received that, you know, vacation over a period of months
8 in real time, the cash flows for most people, you know, it's
9 easier to pay bills if you're getting, you know, checks biweekly
10 as opposed to going for, you know, 4 months without pay with the
11 hope that you're going to receive a lump sum at some point in
12 the future.

13 MR. KRAYESKI: And what was the -- what was the period
14 of time in which the sick leave ran out to which -- to the
15 effective date of her retirement?

16 MR. SEDROWSKI: So it began -- this is Ben Sedrowski,
17 so the vacation time started being used by the agency starting
18 in February 22, 2024, that pay period ending. I will say it did
19 not appear, and like I said previously, I don't have the agency
20 record specifically I just have the time sheets as they were
21 reported. They started utilizing vacation rules effective
22 2/22/24, however, there was still some sick time that was
23 sprinkled in there. I did not include that or those earnings in
24 the estimated amount I calculated, but effective in February is
25 when they began mixing in vacation time with the sick time.

1 MR. KRAYESKI: And the effective date of her
2 retirement was when?

3 MR. SEDROWSKI: June 1, 2024. So she received active
4 earnings all the way through May 30, and then she also received
5 an additional small lump sum payout of the vacation that was
6 remaining at that time.

7 MR. KRAYESKI: Okay, and then otherwise she would have
8 been -- otherwise she would have been off the payroll at the end
9 of February, right?

10 MR. SEDROWSKI: Correct.

11 MR. KRAYESKI: And once she went off the payroll, she
12 wouldn't have continued to accrue sick or vacation time during
13 that period, correct?

14 MR. SEDROWSKI: Correct. Yes, it would have stayed
15 static, and then her date of retirement would've been the 1st
16 day of the month following that. So March 1st would likely have
17 been her date of retirement, unless the few hours of sick time
18 that were sprinkled in there would have pushed her over into
19 March and then, in which case it would have pushed it to April.

20 MR. KRAYESKI: Yeah, but she still would have gone the
21 rest of March without a paycheck?

22 MR. SEDROWSKI: Correct?

23 MR. KRAYESKI: Okay. I'll second Michael's motion,
24 thank you.

25 CHAIRMAN ADOMEIT: Any further discussion? All in

1 favor, say aye.

2 MR. DISETTE: I do. This is John Disette.

3 CHAIRMAN ADOMEIT: Yeah?

4 MR. DISETTE: Just curious, guys. I get it that this
5 is probably a silly request. I'm not sure that this request
6 helps her, but are we -- are we setting a bad precedent here by
7 not undoing this, not doing it properly just because it's
8 complicated or may be complicated? I mean, should we just stick
9 to how it should be done? I don't think it's a benefit to her
10 to have this undone. I mean, you're going to have to adjust her
11 pension lower on top of everything else that went on, right? I
12 don't know if this is a benefit to her to complain about this,
13 but should we just stick to -- despite the silliness of the
14 request?

15 MR. KRAYESKI: I guess the point that I got tipped
16 over on, over the edge on, was the period of time. I mean, if
17 it was 3 weeks, okay. But we're talking almost four months, 3
18 months of compensation. So that was received out of a stack of
19 balance that she accrued and shows up on her paycheck every
20 week, and there's some level of awareness there that she has a
21 responsibility for. Now, I don't know her condition. It, you
22 know, very well could have been something that impacted her
23 ability to understand that. That's not in the record. But,
24 again, the period of time is significant. So that's what --
25 that for me John, that was 'cause I was somewhere in the middle.

1 But that period of time is significant, at least in my opinion.

2 MR. HERRINGTON: And this is -- sorry. This is John
3 Herrington. Right, and I appreciate all of this. Right? I
4 mean, silly, you know, consequential, right? I mean, I don't
5 think that it's really going to impact the member's life a great
6 deal whether this a appeal is granted or not. In terms of
7 establishing the precedent, this would be something else that I
8 would point out to where things are different now than they were
9 before, right? So the need for people to bridge the gap still
10 exists, but it doesn't exist to the same magnitude that it did
11 in the past. Also, the ability to police this is far different
12 now than it was historically. Historically, people would retire
13 from an agency and there would be a personnel officer that knew
14 that person. One agency probably isn't going to have more than
15 two individuals who have applied for a disability at the same
16 time, and they would be in a position to kind of track, Oh, that
17 person's, you know, balances went from sick to vacation today.
18 With that centralized it's not going to be -- this isn't
19 something that would be easy for the pod to police or for, you
20 know, another centralized agency to police. So I think, you
21 know, if we're worried about precedent, I mean, to me, I think
22 it would be that the option should be if you have accruals, that
23 you would exhaust all accruals as opposed to create this need
24 for someone to track when the vacation or when the sick has been
25 exhausted so that we can switch it to vacation and interact with

1 the individual and interact with the division to honor that
2 distinction.

3 MR. DISETTE: But the only thing -- this is John
4 Disette again. The only thing that sticks in my head in this
5 case she went back -- she successfully got her disability,
6 right? There are plenty of instances, though, where they don't.
7 And if she did say, Hey, I didn't get my disability, I've gotta
8 make that choice to go back and they try to go back now, they're
9 going back at that point, they may be going back with no
10 accruals on the books, right? Which just basically going to put
11 them in a very bad position if they are trying to deal with
12 health issues with no accrued time. So saving the vacation time
13 has a has a purpose if you are not successful in getting your
14 disability, right?

15 MR. HERRINGTON: I would agree with that, I just don't
16 know who can police that better than the individual.

17 MR. DISETTE: But it's one of those things where you
18 don't really know as the individual, you don't really know
19 what's going on. The check shows up again, you're like, Oh
20 jeez, I didn't expect that, but okay, next time they'll stop it.
21 Maybe I didn't run out. Oh, jeez, I got another one. You know,
22 from the back end of it, when you don't see this and from the
23 back end of this, while you know it may only take, you know, 60
24 to 90 days to do a disability, the other person, you know, the
25 recipient here or the applicant, doesn't know that, right?

1 MR. HERRINGTON: Right. And I would say to your
2 point, right? I mean, it takes 60 to 90 days for someone to go
3 before the MEB initially, right? And so if it's a strong case,
4 it will be resolved within 60 to 90 days. If it's not a strong
5 case, you would have gone before the MEB between 60 to 90 days,
6 but you wouldn't necessarily be approved within 60 to 90 days if
7 you were initially denied or tabled.

8 MR. DISETTE: At that point you'd be going --

9 MR. HERRINGTON: It could be a longer period of time
10 in those situations, yes.

11 MR. DISETTE: Hmm. I gotta tell you, I'm still on the
12 fence on this one. It looks like it's going to be you, Carl.

13 MR. CAREY: What are her -- I mean, one way or
14 another, she would continue to have right of appeal even if the
15 Commission denies her request is that correct?

16 MR. HERRINGTON: That is correct. But in that case,
17 there would be a longer gap to cover.

18 MR. CAREY: Understood.

19 MR. KRAYESKI: This is Dave Krayeski. What was the
20 employee's title?

21 MR. SEDROWSKI: One moment, let me look. Children's
22 Services Worker.

23 MR. KRAYESKI: CSW. Okay.

24
25 MS. MESKERS: This is Patricia Meskers from the

1 Retirement Services Division. I just want to remind that while
2 she is being paid -- so she's getting paid those accruals, she's
3 accruing more time because she is still getting paid as an
4 active employee, so she's getting more accruals and she's
5 getting health insurance during that period and she is getting
6 the payment during that period. So the difference would be she
7 wouldn't have gotten paid, she wouldn't have gotten those
8 accruals, so I completely understand your looking at it going
9 forward, but looking at it from the person during the period
10 where they are going through the disability process, at least
11 they are getting a check so that they can maintain their bills
12 and they are accruing more service. Just putting that out
13 there.

14 MR. DISETTE: And -- John Disette -- just a question,
15 maybe Pat it's for you. Maybe -- I don't know who it really is
16 to, but had she gone off payroll, as you know, prescribed by her
17 right on her application, as soon as my sick time runs out, I'm
18 unpaid, how would the health insurance have been covered? Would
19 she have gone -- how would that have been covered?

20 MS. MESKERS: John Herrington, do you want to answer
21 that? It's changed.

22 MR. HERRINGTON: She would have to pay for that out of
23 pocket.

24 MR. DISETTE: Okay. And just the employee's share,
25 the 127-ish --

1 MR. HERRINGTON: For a period of time and off the top
2 of my head, I don't recall whether that's 12 or 24 months, but
3 there is a period of time where she would pay out of pocket. If
4 it extends beyond that, she would be extended Cobra.

5 MR. DISETTE: Okay. So just the employee share,
6 though, correct?

7 MR. HERRINGTON: Correct.

8 CHAIRMAN ADOMEIT: Is there any further discussion?

9 MR. DISETTE: I'd like to keep delaying this as long
10 as we can, 'cause I'm not sure Peter.

11 MR. CAREY: Has anybody explained to the member the
12 implications of her request? I mean, we're all sitting here
13 saying, well, she -- there was actually kind of a benefit --
14 more than kinda for her being continued to use her accruals and,
15 you know, what would that mean? Has anybody sat down and
16 explained to her about the implications of her request?

17 MR. SEDROWSKI: I do know that Robert Helfand has had
18 communication with her back and forth. Unfortunately, he was
19 unable to attend the meeting today, so I do not have comments in
20 regards to what they discussed. So I'm unaware of that.

21 MR. CHISEM: It was -- this is Carl Chisem. That was
22 going to be my question. Does she understand the effect of this
23 or you kinda answered that we don't know.

24 MR. SEDROWSKI: Correct.

25 MR. CAREY: So it -- with that, if someone wanted to

1 recommend that we table this matter, I wouldn't mind withdrawing
2 my motion.

3 MR. CHISEM: I'll second that.

4 MR. KRAYESKI: I'll second.

5 MR. CHISEM: Because I'm not sure -- I think having a
6 conversation with her may help.

7 MR. KRAYESKI: Yep. I would second that motion, Carl.

8 MR. CAREY: Okay. So I've withdrawn my motion. I
9 don't know how I do that technically, but I've withdrawn mine.
10 Carl's made a motion to table. David has seconded it, and I'm
11 on board with that.

12 MR. KRAYESKI: Are we okay, Cindy? Keep us honest.

13 MS. CIESLAK: And I'm assuming since David is
14 seconding the motion to table, he is also withdrawing his
15 second. So the motion has been taken off the table, and now we
16 have a motion on the table to table.

17 CHAIRMAN ADOMEIT: Okay. Motion to table. Any
18 further discussion? Hearing none --

19 MR. DISETTE: Wait --

20 CHAIRMAN ADOMEIT: I'm sorry.

21 MR. DISETTE: Discussion -- John Disette again. Are
22 are we tabling this with some level of expectation that
23 something's going to occur between now and the next time we
24 bring this up?

25 MR. CAREY: I think basically, yes. But minimally

1 John, we need to hear from Burt to see what -- see what kind of
2 interactions he's had with the member and based upon that, there
3 may need to be additional conversation with her. We just don't
4 know at this point.

5 MR. DISETTE: Appreciate that. Thank you Mike.

6 CHAIRMAN ADOMEIT: All right? All in favor of the
7 motion to table raise your hand. It's unanimous, the ayes have
8 it. Okay. Tiffany Itsou.

9 MR. SEDROWSKI: Okay. Ladies and gentlemen, Miss
10 Itsou's appeal begins on page 48 of the PDF of your packet.
11 Miss Itsou has requested the Retirement Commission permit her to
12 make a new retirement plan election to SERS Tier 4 to supersede
13 her prior election into the alternate retirement program. She
14 has raised this for the following factors; the alternate
15 retirement program, she was defaulted into it, and at the time
16 that she was defaulted into it, she was notified that that
17 default would be applicable specifically to all subsequent part
18 time service. The second factor she is looking at is that there
19 was a lack of adequate information given to her regarding her
20 retirement plan options back in 2012 when that default was put
21 in place. And lastly, that her ARP account has been sitting
22 dormant since 2021. And she also notes that that has continued
23 to happen despite her employment on special payroll from March
24 of 2023 through 2024. Ms. Itsou was first hired by the
25 University Of Connecticut as a part time faculty member, special

1 payroll adjunct, effective August 28, 2012. Prior to this, she
2 was employed by the state, but she was in completely retirement
3 ineligible positions as a graduate assistant and non adjunct
4 faculty special payroll employee, both of which carry no
5 retirement plan eligibility. At the time that she moved into
6 the part time adjunct position, she became eligible for one of
7 two options to either waive or elect participation in the
8 alternate retirement program, and she did not submit ACO 931
9 following that date of hire. And as such, UConn then defaulted
10 her back to her first eligible date of employment. That is at
11 which point UConn sent that letter that she mentioned earlier
12 on, I will say to that end that the letter is a misstatement of
13 law and that the election is irrevocable. What it does
14 specifically refer to is that the waiver applies to all part
15 time service in the sense that at a point you become a full time
16 employee, that waiver no longer applies. So it's a
17 misunderstanding on the employee's part as well as just a
18 misstatement. We know that this has happened prior in the past
19 as well as in that original agreement that gave that permission
20 to them regarding her plan being dormant. I will say that she
21 has actively contributed to ARP consistently over 12 years -- or
22 sorry, for over 10 years worth of service from her original
23 default of 12 years ago, and that she is bound by that prior
24 election due to no permanent break rules and immediate vesting
25 in ARP.

1 MR. DISETTE: This is John Disette, a question, Ben.
2 Is there any way we can look favorably upon this request?

3 MR. SEDROWSKI: I will defer to the conversation
4 regarding Kimberly Speight later if that could impact the
5 conversation in regards to this, but to my knowledge and as the
6 previous claims have been brought to the commission, no, not
7 under these circumstances.

8 MR. DISETTE: Thank you. I just don't see it. I
9 guess I'll make a motion to deny -- or motion to recommend
10 denial to the full committee I suppose. I apologize again, John
11 Disette, I make a motion to recommend to the full committee
12 denial of the application of Miss Itsou.

13 MR. KRAYESKI: David Krayeski, I'll second that.

14 CHAIRMAN ADOMEIT: Is there any further discussion?
15 Hearing none, all in favor, say aye or raise your hand. It's
16 unanimous, the ayes have it. Tiffany Jackson.

17 MR. SEDROWSKI: Miss Jackson's appeal begins on page
18 66 of your PDF of your packet. Miss Jackson is another employee
19 requesting that the Retirement Commission permit her to make a
20 new retirement plan election. In this case, she is requesting
21 that she be allowed to elect participation in the teacher's
22 retirement system to supersede her prior election in
23 participation in SERS Tier 3. She has raised this for the
24 following factors. One, that she was not properly advised of
25 her retirement plan election options in 2013 when she did become

1 a member of Tier 3. Two, that she has incurred that permanent
2 break, and as such, she has no rights or benefits under Tier 3.
3 And lastly, that she is an existing member of TRS and wishes for
4 her state employment to align with her current plan membership
5 that she has on the municipal side. Miss Jackson was first
6 hired with the State of Connecticut back in 2013 as a part time
7 lecturer. At that time she was enrolled in SERS Tier 3. I will
8 note that RSD did not have a signed CO931 on file from that
9 election, however, the election is appropriate given the
10 timeframe of the date of hire and the position was perfectly
11 eligible for SERS at that time. She continued in PTL service
12 and then eventually separated February 6, 2015, at which time
13 she did participate in Tier 3. Miss Jackson, following the
14 separation, did not submit an application to refund her
15 retirement contributions and as such, when she was rehired in
16 August of 2024 and returned to state employment, her
17 contributions were still residing with SERS from her time in
18 Tier 3. Upon rehire, she attempted to elect her participation
19 in TRS, and it was denied due to the fact that her Tier 3
20 contributions were still present in the retirement fund and it
21 is division understanding that due to that residual money being
22 in the fund, she has retained her plan membership, and as such,
23 cannot receive an in service distribution now that she has
24 returned to service and must be required to return to the SERS
25 plan. I will make one final note regarding the refund of

1 contributions, though. There is a note in CBAC 5 regarding that
2 that any member who leaves before becoming invested, so the case
3 of Miss Jackson here shall be conclusively presumed to have made
4 such an election, if not reemployed by the state within five
5 years. So once they hit that permanent break provision, this
6 was a Tier 2A provision, however, it's been extrapolated to Tier
7 3 as well. So if -- sorry, I apologize, if it is extrapolated
8 to Tier 3 as well there's a question as to whether or not it was
9 on the responsibility in the fault of the member to refund these
10 contributions before returning or on the Division and the Agency
11 themselves.

12 MR. HERRINGTON: Right, and this is John Herrington.
13 What I would say is that that provision has been in place, you
14 know, since 1997. I think that there were some flaws with its
15 initial drafting because we don't really have an ability to
16 refund money to people, you know, without interacting with
17 individuals. So to the extent that there is a burden on us if
18 someone's not vested and they've been gone for five years to
19 automatically issue checks, that's problematic. And that -- and
20 and that's one of the reasons why we have not applied that, you
21 know, since the institution of Tier 2A in 1997.

22 MR. DISETTE: John Dissette, John, so what happens
23 with that Tier 3 money? Is it just wait until she separates
24 again?

25 MR. HERRINGTON: Or turns 59 and a half.

1 MR. DISETTE: What's the significance of 59 and a
2 half?

3 MR. HERRINGTON: Oh, that's when it's permissible to
4 receive an in service return of contributions and in service
5 distribution.

6 MR. DISETTE: Without request?

7 MR. HERRINGTON: Under the tax code. No, no, again
8 still she would need to request it, but the tax provisions do
9 not allow for in service distribution, so the fact that she's
10 employed unless and until she, you know, satisfies the normal
11 retirement age or reaches 59 and a half, she's not eligible to
12 receive that money.

13 MR. DISETTE: Because she didn't take the con -- she
14 didn't withdraw her prior contributions, it doesn't get sent
15 over to TRS and get credit for that -- get credit for that time?
16 That doesn't happen? That can't happen, correct?

17 MR. SEDROWSKI: So to that point, I would say that we
18 can't speak to TRB's purchase provisions in that regard. I do
19 believe they have a provision that allows for the purchase of
20 prior state service. I do not know the guardrails or the
21 restrictions upon that purchase provision, but I do know one
22 exists. There would be no automatic transfer of contributions
23 under any circumstance, though.

24 MR. HERRINGTON: Right. Yeah, and there's a lot more
25 to say on that, but we're not the authorities on it, but that

1 answer might be different for someone that's Tier 2A or Tier 3
2 versus someone that's Tier 4.

3 MR. CAREY: This is Mike Carey. So where we are, it's
4 a situation where the money's there, but we have a document in
5 place that says, based upon the length of time she's been gone,
6 the money shouldn't be there. And, John, I'm totally cognizant
7 and understanding of the administrative burden that that would
8 place upon you to monitor that. But the bottom line is, we've
9 got a document that says money shouldn't be there. This is a
10 tough one because the money shouldn't be there, so she should
11 not be in that situation by the terms of the agreement that the
12 state has with CBAC.

13 MR. HERRINGTON: Right, right, right. And in a
14 perfect world, right, so I think that it's different for people
15 who left state service years ago and have never returned than it
16 is for people that left state service years ago and returned to
17 state service. It's much easier to effectuate a refund at that
18 point. The idea would be, in a perfect world, you know,
19 whether, along with the offer letter, we could extend a refund
20 application that would resolve these types of issues. It's just
21 not realistic for us to do that. Whether our failure to do that
22 constitutes some type of error that could be corrected, I think
23 that that's a question for Robinson and Cole.

24 MR. DISETTE: John Disette, but still there's no
25 vehicle that allows her to go back to Tier 3 at this point?

1 MR. HERRINGTON: Yeah, yes, that's clear, right?

2 Right, not Tier 3. And that's the part that's most problematic
3 for these people is we say, you have to go back to SERS, but not
4 your old tier, the new tier, and give us your shortfall
5 contributions.

6 MR. KRAYESKI: Yep.

7 MR. DISETTE: And she didn't elect -- she didn't elect
8 Tier 4 this time, right?

9 MR. HERRINGTON: She wants to go to teachers.

10 MR. KRAYESKI: Yep.

11 MR. HERRINGTON: If she hadn't been a state employee
12 previously, she would have been allowed to go to teachers.

13 MR. KRAYESKI: Yeah, I struggle with this one. This
14 is Dave Krayeski. I struggle with this one, too, because it's
15 not a comptroller's issue. It's not a -- it's an employer
16 issue, right? So where Michael and I have had a spate of issues
17 associated with folks moving between branches of government and
18 and those kinds of things, and we're struggling with -- and I
19 don't know anybody who would know it to say this to an employee
20 on -- upon offer, Hey, go back and look at your -- how much
21 money you have.

22 MR. CAREY: Yeah, really.

23 MR. KRAYESKI: I mean, this is a -- I mean, this is
24 a -- sorry for the term of art -- HR intellectual lift that
25 would require a level of sophistication to be able to pull all

1 this data together. You know, I think the uniqueness of this
2 situation might garner some serious consideration in trying to
3 to do something here because it is such an odd situation and
4 it's not -- I'm not saying it's the comptroller's obligation to
5 fix this at all, but given the nature of the individuals making
6 a decision to come back into employment without having adequate
7 information for them -- they may have made a completely
8 different decision regarding their career, so...

9 MR. HERRINGTON: And again, this is John Herrington.
10 To Robinson and Cole -- to the extent that there is that
11 automatic refund of provision and the fact that we have not
12 refunded those, is that the type of operational failure that
13 would be something that we could correct?

14 MS. MCGARRITY: And I'm sorry, John, are you saying
15 that there's the automate -- there is a provision for automatic
16 refunds.

17 MR. HERRINGTON: Correct, for individuals who have
18 been gone and have experienced a permanent break --

19 MS. MCGARRITY: Break in service.

20 MR. HERRINGTON: They're presumed to have elected a
21 refund.

22 MS. MCGARRITY: And the reason that was not
23 implemented? It just wasn't done in this case?

24 MR. HERRINGTON: It just has never been done, right?
25 So, you know, these are people that are no longer around. It's

1 it's hard for us to find them. And it's another one of those
2 things. We don't necessarily know when a permanent break is
3 going to occur, right?

4 MS. MCGARRITY: Right.

5 MR. HERRINGTON: Because there are people that
6 separate and especially in this population, there are people
7 that separate and are reemployed all the time. So, you know,
8 that would be a full job in and of itself for someone to say,
9 Okay, now this person has been gone for, you know, seven years
10 and 6 months, now it's time for the refund.

11 MS. MCGARRITY: Right.

12 MR. HERRINGTON: The best -- easiest time for us to
13 determine that is when and if any of these individuals is
14 reemployed, but now that they're reemployed, to refund would be,
15 you know, an inservice distribution. And so, the question is
16 whether it's permissible for us to deem the failure to refund
17 that previously as an error that --

18 MS. MCGARRITY: Right.

19 MR. HERRINGTON: -- could be corrected, you know, upon
20 rehiring.

21 MS. MCGARRITY: Right. Right. Thank you, thank you.
22 Yeah, no, it is -- I would take the position, and I think this
23 is sort of where you're going to John, right? Is that it was a
24 failure in the front end that the -- 'cause there is this
25 conclusive presumption that they've applied essentially for a

1 refund, and so that was the error. So processing that now would
2 not be considered an inservice distribution because you're
3 correcting an operational failure?

4 MR. HERRINGTON: Yeah, yep.

5 MS. MCGARRITY: I agree.

6 MS. MESKERS: Would we be able to refund before the
7 actual hire, considering the safe harbor? Or you're saying it's
8 not an inservice even though they're actually hired and
9 working --

10 MS. MCGARRITY: Correct.

11 MS. MESKERS: It still would not be considered an in
12 service distribution?

13 MS. MCGARRITY: Right. It's not an inservice, you're
14 correcting -- you're correcting -- right. It would be the same
15 as take it -- it'd be the same as, say, she affirmatively
16 elected to receive the distribution, you never actually
17 processed it. Again, it's the same thing. So it's not going to
18 be considered an inservice distribution because you're
19 correcting the failure to have processed the withdrawal at the
20 time she became permanently break -- permanent break in service.

21 MR. HERRINGTON: And that, okay, so that's good news.
22 I'll bet Ben liked that answer.

23 MS. MCGARRITY: Yeah.

24 MR. HERRINGTON: Right, so to the extent that we can
25 have, you know, some type of document that would allow us to

1 implement that policy, that would resolve a significant portion
2 of issues and problems. And then I guess the question would be;
3 what would we do with that, Ben? Would we deal with the people
4 that are placed in a plan that they -- I guess we would know if
5 someone has selected a plan other than the plan that they would
6 otherwise default and that we could raise that issue or whether
7 we should, you know, look upon rehire for anyone, whether they
8 have funds and a permanent break and would be due a refund,
9 right? Those are two related issues, but they're slightly
10 different, right? One's easy because people have a clear vested
11 interest, the other we would have to find those people and --
12 yeah.

13 MR. SEDROWSKI: Correct? Yes. 'Cause what would
14 happen is similar to this situation, and we've seen this a good
15 amount of recent time. The individual makes a different
16 election on the CO931, it comes to our office, our office then
17 receives it, goes back to the agency and then places them back
18 into SERS due to the standing rule that we had. So under those
19 circumstances, we may have a case in regards to that where we
20 could see that, and then, like you said, as they come in, even
21 if they are electing SERS, when we get that enrollment, we would
22 be able to verify at that time if they had prior SERS service,
23 in which case, you know -- and if they were required to be
24 refunded prior to rehire.

25 MR. HERRINGTON: Permanent.

1 MR. SEDROWSKI: Correct.

2 MR. CAREY: So, John, Ben and Virginia, this is Mike.
3 In theory, if we were to support correcting the operational
4 failure in this matter, would then the individual be able to
5 actually join the plan that she had indicated she wanted to even
6 though she was forced to select something otherwise, or does
7 that constitute a second election and does that cause problems?

8 MS. MCGARRITY: Meaning is she going to be able to get
9 into, in this case, TRS?

10 MR. CAREY: Precisely.

11 MR. SEDROWSKI: Because TRS does eligibility
12 determinations on a case by case basis, I don't think that we're
13 capable of making that determination today, especially
14 concerning they look not just at the job description itself and
15 the job class, but actual -- the actual duties of the employee
16 in that position for that specific case. So until TRB made some
17 form of determination on Miss Jackson's case, we would not be
18 able to verify that.

19 MR. HERRINGTON: But theoretically there are a set of
20 facts out under which that that would be a possibility.

21 MR. CAREY: So I'd be interested to hear what the
22 other trustees are thinking about whether or not it's
23 appropriate for us to take an action on this or to have
24 additional research done before we make that kind of decision.
25 Anybody have any thoughts?

1 MR. KRAYESKI: I would support just making them --
2 what would happen if we refunded the individual and then they
3 weren't allowed to go into TRS?

4 MR. DISETTE: They would go to Tier 4, right?

5 MR. HERRINGTON: Tier 4, correct.

6 MR. CAREY: Where they already are.

7 MR. KRAYESKI: And what would happen with their SERS
8 contributions after they've been refunded? They would start
9 from scratch and they'd have no service credit, correct?

10 MR. SEDROWSKI: I would say in that circumstance, and
11 correct me if I'm wrong, John or Patty. In that circumstance,
12 the tier placement would be retroactive back to their date of
13 hire, and we would -- yeah, and Tier 4, and we would collect
14 mandatory contributions back to that date of hire. So while the
15 initial refund they were given, they did receive as earnings,
16 and, you know, that's in the wind, we would bill for mandatory
17 contributions back to their original date to where they would
18 get service credit for that period.

19 MR. KRAYESKI: Okay. Thank you. I have to say -- this
20 is David Krayske again. I am rather sympathetic to this
21 individual's circumstances. I'm just trying to figure out if
22 this requires any written documentation on behalf of how this
23 would happen, excuse my term of art mechanically, legally before
24 we act on it or not, but this is an extremely unique situation
25 with an individual coming back in this particular situation.

1 MR. DISETTE: But we -- but the request is to go to
2 Tier 3, correct? And we can't get her there.

3 MR. SEDROWSKI: The the request is to go to TRS. She
4 is -- she's specifically requesting that her election to TRS be
5 honored. So she did submit inactive election to TRS when she
6 was rehired.

7 MR. DISETTE: Okay.

8 MR. HERRINGTON: And from our perspective, I think
9 that we can certainly reach out to TRS and come back with a
10 clear resolution to this issue. I would kind of disagree with
11 with Dave in the sense that this is not as unique as it appears
12 to you. Ben deals with different versions of it. It's not the
13 same, but the underlying issue, the, you know, permanent break
14 and, you know, money still in the system. We deal with that,
15 you know, pretty consistently and I can tell you that as a
16 division, we would greatly appreciate a document that made it
17 clear that that would be an operational failure that we could
18 correct in real time, and then we could just deal with how we
19 would correct those on a, you know, case by case basis or, you
20 know, kind of en mass.

21 MR. KRAYESKI: So one more -- this is Dave Krayeski
22 again. One more question would be, do we need that first before
23 we can make a decision on this or not? I don't know the answer
24 to that.

25 MR. HERRINGTON: What I would say what we need first,

1 you know, because I'm pretty confident that Virginia in short
2 order, could could get us the legal authority that we need. I
3 think the more important piece is the discussion with teachers
4 in terms of whether we can place this one individual in teachers
5 in accordance with their election.

6 MR. KRAYESKI: So do we table given that information?
7 I would make a motion that we table that until we actually have
8 the legal authority and then the information from TRS.

9 MR. CHISEM: I agree, Carl Chisem.

10 CHAIRMAN ADOMEIT: Okay. Any further discussion?
11 Hearing none, all in favor, say aye or raise your hand. It's
12 unanimous, the ayes have it. Daniel Stefanski.

13 MR. SEDROWSKI: Okay. Ladies and gentlemen, Mr.
14 Stefanski's appeal begins at page 72 of your PDF. Similar to
15 Ms. Jackson, in his request, Mr. Stefanski has requested the
16 Commission permit him to make a new retirement plan election to
17 the teacher's retirement system. He does differ in his
18 circumstances, however, but his factors for why he feels that
19 this claim should be approved is that the position he has taken
20 specifically requires a special education teaching license from
21 the State of Connecticut, which therefore meets the eligibility
22 requirements for TRS for teachers. Second, he received multiple
23 communications from the state prior to his date of hire from HR
24 and his onboarding team that indicated he would be eligible to
25 continue participation in TRS in his new position. Three, as an

1 existing member of TRS, his eligibility to continue to
2 participate was a major factor that he took in accepting the
3 position and the change from his municipal employment over to
4 the state. And then lastly, his participation in Tier 3 was
5 solely during summer seasonal positions with DEEP in which case
6 he asserts that he is -- he believes he is being unfairly
7 penalized for taking these summer jobs and that he believes his
8 years of service credit in the Teacher's Retirement System
9 should take precedent over the part time summer employment that
10 took place in Tier 3. He differs, though, in the sense that he
11 has not incurred a permanent break in service as Ms. Jackson
12 did, so he is still beholden to his prior election and must
13 return to Tier 3 in his position. He was initially hired in
14 2017. He then had seasonal employment in 2018, 2019 and 2020,
15 at which base he then separated from state service and did not
16 return until August of 2024, which is the full time position he
17 took with DCF in this circumstance. During that period, he also
18 did not refund his contributions. Upon rehire he, similar to
19 our previous case, attempted to elect participation in TRS, but
20 was informed by his agency and this division that that was not
21 available due to his prior election and participation in Tier 3.
22 As such, it was administratively denied, and he then submitted
23 this for appeal.

24 MR. DISETTE: Would he have been -- John Disette.
25 Would he have been eligible to go back to TRS if he had

1 requested a refund of the Tier 3 when he left?

2 MR. SEDROWSKI: So in that regards, it's not 100%
3 clear, in my opinion. So when if he did request the refund and
4 he took that refund of contributions, he is forfeiting his
5 rights and benefits as vested under the -- or as he had in the
6 system at that time that he took that refund, however, because
7 he returned prior to incurring a permanent break in service, he
8 has that 5 year window where he's required to return to his
9 prior tier, in which case, regardless of the refund, it doesn't
10 necessarily divest him from that provision and requires him to
11 go back into Tier 3. So, it's not as clear cut in regards to
12 how the funds are the, you know, dispositive fact as it was in
13 the previous case.

14 MR. CAREY: Ben, this is Mike. When did he originally
15 become a member of teachers retirement?

16 MR. SEDROWSKI: That I am not aware of.

17 MR. CAREY: Presumably before -- so we don't know if
18 that preceded or succeeded his time as a seasonal worker at
19 DEEP.

20 MR. SEDROWSKI: So actually, I stand corrected. He
21 does state in his appeal that he has been working in public
22 school since 2016. So 2016 is when he would have begun TRS
23 membership, so just one year prior. So, it appears that he
24 would have started working in the public school and then took
25 the seasonal position, as he states, for additional money and

1 something to do over the summers.

2 MR. CAREY: And our practice is that the seasonal time
3 is pensionable?

4 MR. SEDROWSKI: Correct.

5 MR. CAREY: And what would have been -- ideally, what
6 would have been told to him if he came forward and said to DEEP,
7 Okay, I'm a member of teachers retirement, before I accept this
8 summer job, what do you have to tell me about retirement in the
9 state system? What would have been communicated to him?

10 MR. SEDROWSKI: To that end, I would say I can't
11 confirm what the agency would have specifically instructed to
12 him, particularly at that period, but also even in the current
13 time, 'cause the question itself, while it doesn't appear as
14 sophisticated on the surface, it has many layers to it and is
15 something that we actively are dealing with currently. So if he
16 was concurrently employed in a TRS position with the state, for
17 example, and then he took the seasonal position, the seasonal
18 position would be considered ineligible for retirement purposes
19 due to that primary position of the TRS membership.

20 MR. HERRINGTON: Can you be clear, Ben, that that
21 would be if he was in teachers in a state position?

22 MR. SEDROWSKI: Correct. Yes, correct. So if he had
23 elected -- let's hypothetically -- he's in teacher's already at
24 the state and he's concurrently participating in it, and then he
25 goes to DEEP and says, I want this summer job, they would be

1 able to, hypothetically and in a perfect world, counsel him that
2 in this circumstance, because you have concurrent membership in
3 TRS in your primary record, you would then be ineligible in this
4 part time service for this period. However, if he is solely
5 working at a municipal entity and he's participating TRS,
6 nothing in regards to that election precludes the state
7 election, in which case the state election would take precedent
8 here and he would be forced into SERS in that position as it's
9 the only retirement plan available to that job.

10 MR. HERRINGTON: And I would say that's not an
11 un-election, that membership would be mandatory, correct?

12 MR. SEDROWSKI: Correct, yes.

13 MR. CAREY: So there would have been no options, so he
14 became a member of Tier 3 at that point, and so now that he's
15 taken a full time position with the state, he's already a member
16 of Tier 3 and that's the way it stands?

17 MR. SEDROWSKI: Correct.

18 MR. CAREY: Yeah, I -- given that fact pattern, this
19 is Mike Carey, I would move that we recommend that the full
20 Commission deny Mr. Stefanski's request.

21 MR. DISETTE: I'll second that. John Disette, I'll
22 second.

23 CHAIRMAN ADOMEIT: Is there any further discussion?
24 Hearing none, all in favor, say aye or raise your hand. It's
25 unanimous, the ayes have it. Okay. Moving on to Old Business.

1 Kimberly Speight.

2 MR. SEDROWSKI: Ladies and gentlemen, Ms. Speight's
3 appeal starts on page 82 of your packet, and I do believe I
4 can -- I will defer to Cindy and Virginia in this regard for
5 update regarding the legal status and the options available to
6 the Commission.

7 MS. CIESLAK: This is Cindy Cieslak. We did provide
8 you a written legal opinion. We are happy to answer questions
9 on that if you have any questions, although there have been
10 matters today which are somewhat similar in circumstances to Ms.
11 Speight, and so we invite questions. And because you do have a
12 written legal opinion, you could amend the agenda to move into
13 executive session by a two thirds vote.

14 CHAIRMAN ADOMEIT: Do you have a written legal
15 opinion, then?

16 MS. CIESLAK: Yes. We e-mailed it Tuesday around
17 noon.

18 CHAIRMAN ADOMEIT: On both Speight and Soules? Both
19 of them?

20 MS. CIESLAK: Just Speight. Just Ms. Speight.

21 CHAIRMAN ADOMEIT: Okay, so we need a motion to go
22 into executive session on Kimberly Speight.

23 MR. DISETTE: We can do that, I'll make that motion.

24 MS. CIESLAK: Mr. Chairman, this is Cindy Cieslak, so
25 before we move to go into executive session, can we move to

1 amend the agenda to include an executive session or discussion
2 of Ms. Speight for the purposes of discussing Miss Speight and
3 the written legal opinion?

4 CHAIRMAN ADOMEIT: Okay, we need such a motion.

5 MR. DISETTE: So moved.

6 MR. CAREY: Carey, second.

7 CHAIRMAN ADOMEIT: All in favor, say aye or raise your
8 head. It's unanimous, the ayes have it.

9 MS. CIESLAK: Mr. Chairman, this is Cindy Cieslak. We
10 can now entertain a motion to enter executive session.

11 CHAIRMAN ADOMEIT: Okay. Thank you.

12 MR. DISETTE: John Disette, I'd like to make that
13 motion to go into executive session.

14 MR. CAREY: Carey, second.

15 CHAIRMAN ADOMEIT: Okay.

16 MR. CAREY: And include invitation to Virginia
17 McGarrity, Cindy Cieslak, John Herrington, Patty Meskers and Ben
18 Sedrowski.

19 CHAIRMAN ADOMEIT: Okay. It's been moved. It's been
20 seconded. All in favor, say aye or raise your hand. It's
21 unanimous.

22 MS. CIESLAK: Mr. Chairman, this is Cindy Cieslak, for
23 the members of the public here I'm going to place you back in
24 the waiting room and when we reenter public session, you'll be
25 invited back in.

1 (Executive session from 00:00 to 00:00).

2 CHAIRMAN ADOMEIT: All right. The last item on
3 agenda, Gary Soules.

4 MR. SEDROWSKI: Mr. Soules' appeal begins at 88, page
5 88 of your PDF packet for today's materials. Mr. Soules was
6 tabled at last Purchase of Service and Related Matters
7 Subcommittee, particularly relating to his prior purchase of
8 military law during his active employment and whether or not
9 there was an application process that was required for that.
10 The question that was left on the table was whether or not if he
11 was required to submit an application for that military law,
12 would that have then properly put him on notice regarding his
13 opportunity to purchase the prior military service. I did
14 confirm with both our coordinator from MERS as well as by
15 statute that it is not a purchase application process. There is
16 no application that is required for periods of leave that he
17 received where he was on active duty orders. During that
18 period, he did receive active pay, and also contributions were
19 remitted to MERS on his behalf during that period.

20 MR. DISETTE: Okay, if nobody wants to speak. This is
21 John Disette. I'm favorable to this -- to accepting the
22 application allowing him to purchase. He's retired now, right?
23 Or no, is he retired now?

24 MS. CIESLAK: This is Cindy Cieslak, Ben, you're
25 muted.

1 MR. SEDROWSKI: Let me check. One moment, I do not
2 believe so, but I want to confirm before I --

3 MR. DISETTE: I thought he found out about it upon
4 seeking retirement. Am I wrong?

5 MR. SEDROWSKI: He is not currently on payroll now.

6 MR. DISETTE: In your determination of the grievance
7 that was resolved by a stipulated agreement. Okay, so he
8 applied late.

9 MR. CAREY: Is he employed now or not? In his letter
10 it says he's currently employed. Oh, no, no, no. I'm sorry.
11 That's from Luke (Guerera ph) sorry about that.

12 MS. CIESLAK: So this is Cindy. I would suspect he
13 hasn't reached age 50. I think his birth year is in the
14 eighties. I don't think he's 55 yet, so I don't think he's
15 eligible to collect a CMERS benefit. So even though he is not
16 employed, he may not actually have retired.

17 MR. SEDROWSKI: That is correct. And I just confirmed
18 he's -- he has a vested rights application on file until age 55.

19 MR. DISETTE: But that's because he was looking to do
20 disability, correct?

21 MR. SEDROWSKI: Correct?

22 MR. DISETTE: I assume that was denied for timeliness?

23 MR. SEDROWSKI: Correct. He came forward past the 12
24 months required.

25 MR. DISETTE: So he's not retired.

1 MR. CAREY: Is he currently eligible for a benefit? I
2 mean, when he hits 55, is he eligible for a benefit?

3 MR. SEDROWSKI: Yes.

4 MR. KRAYESKI: And the basis for approving this would
5 be that it was never informed at the time of hire. Is that
6 accurate?

7 MR. SEDROWSKI: That is -- that is his argument that
8 he has brought forward, yes.

9 MR. KRAYESKI: Okay. Thank you.

10 MR. DISETTE: And the town seems to support that,
11 correct?

12 MR. SEDROWSKI: No. The town could not confirm or
13 deny because of how far back it was. So he was first hired back
14 in 2007, and none of this was brought forward till 2023. So I
15 believe Cindy had raised the timeliness issue at the last
16 meeting as well in regards to this, so that may be something
17 else for consideration prior to, you know, any further
18 discussion on it. To that end, when I contacted the Town, they
19 informed me that there was nothing in his personnel record of
20 evidence to show he was given specific items upon hire. They
21 did confirm that their past practice, they did have a MERS
22 pamphlet that they issue to employees with their onboarding
23 packet that gave brief descriptions of retirement purchase
24 opportunities and just kind of standard MERS benefits, however,
25 they did not have a copy of that pamphlet to give to us for

1 evidence, so we cannot confirm or deny if he did receive
2 something of that nature or anything in regards to his
3 onboarding.

4 MR. DISETTE: But the letter from Ann Marie Cummings
5 that -- we don't feel that's supportive enough?

6 MR. KRAYESKI: (No audio) and Luke Ramirez (ph) that
7 address the timeliness issue of the request as well.

8 MS. CIESLAK: David, is that a request for me to
9 comment on that?

10 MR. KRAYESKI: Yes, please.

11 MS. CIESLAK: Sure. So, the Commission has a
12 regulation 5-155A-2 that states, "No claim in law or equity may
13 be brought within six years". The very end of that subsection,
14 because I know that initial sentence can be interpreted to mean
15 a lawsuit cannot be brought greater than six years from when you
16 knew or should have known, but the very end of the subsection
17 also states that, "claims not brought within this timeframe
18 shall be denied as untimely." It is very clear, as we had
19 earlier today, when there is a division decision that predates
20 six years from the date they bring it, that that is definitely
21 an untimely claim because that individual knew or should have
22 known definitely by the time the division issued their
23 determination. This one is not as clear, however, he did
24 separate service, I believe, in 2015, and, you know, he talks
25 about other individuals who were permitted to purchase their

1 time. And so I do believe there is an argument to be made with
2 evidence in the record that shows that he knew or should have
3 known greater than six years from the date of his request.

4 My recommendation would be that whatever your
5 determination is, if it is to deny, that you state all of the
6 reasons for the basis of your denial. That way moving forward
7 if he were to seek further or make a further appeal on this, you
8 know, we are going off of all of the reasons. That way even if
9 he later on makes a claim, you know, and can succeed on a claim
10 that it is timely, you know, if a court were to disagree with my
11 timeliness interpretation, then we have the other reasons, or,
12 you know, obviously, if the only reason you are denying is the
13 timeliness matter, then we can always review that if there is
14 further appeal and he can make his argument as to when he knew
15 or should have known.

16 MR. KRAYESKI: Thank you, Cindy.

17 MS. CIESLAK: And just to have a full discussion on a
18 timeliness issue, this is Cindy Cieslak again, the regulation
19 also allows you to toll that limitations period if you feel that
20 there are extenuating circumstances warranting such tolling.

21 MR. KRAYESKI: Hearing no other discussions based on
22 the legal opinion of the timeliness factor, I would recommend
23 that we deny the request at this level based on timeliness
24 alone.

25 MR. CAREY: Carey, second, but I would add that it's

1 the timeliness of the appeal plus failure to act to make the
2 purchase consistent with the, you know, current terms while he
3 was employed with the Town of Oxford.

4 CHAIRMAN ADOMEIT: So how does the motion read, then?

5 MR. CAREY: Well, if that amendment is accepted, I
6 think it would read that the recommendation to the -- is that
7 the full commission deny Mr. Soules' appeal on the basis of the
8 timeliness of his appeal and also based upon the fact that he
9 failed to make the purchase while he was employed with Oxford
10 consistent with current practice.

11 CHAIRMAN ADOMEIT: Okay. Thank you. Is there a
12 second?

13 MR. DISETTE: This John Disette, second.

14 MS. CIESLAK: So for the record, I do believe David
15 Krayeski made a motion to deny, Mr. Carey seconded that and
16 added an amendment. I saw David nodding his head, which I
17 interpreted as accepting that amendment, but I guess it's not on
18 the record. And so either Mr. Krayeski should withdraw his
19 motion or accept so that Mr. Carey can make the motion and John
20 Disette would second it or Mr. Krayeski, can accept the
21 amendment.

22 MR. KRAYESKI: I'll choose accept the amendment.

23 CHAIRMAN ADOMEIT: I can't hear you.

24 MR. KRAYESKI: I choose to accept Mr. Carey's
25 amendment of my motion.

1 CHAIRMAN ADOMEIT: All right. So it's been moved and
2 seconded. Any further discussion? Hearing none, all in favor,
3 say aye or raise your hand. It's unanimous, the ayes have it.
4 All right.

5 MS. CIESLAK: Mr. Chairman, this is Cindy Cieslak.

6 CHAIRMAN ADOMEIT: Yes.

7 MS. CIESLAK: Before we adjourn, I wanted to know if
8 the trustees will be making a motion on Kimberly Speigt?

9 CHAIRMAN ADOMEIT: Oh, I thought we had a motion, but
10 that was an executive session. Thank you, Cindy. We need a
11 motion on Kimberly Speight, please.

12 MR. DISETTE: Is that the one that's -- the one we
13 just did that we were going to table? Is that the one?

14 CHAIRMAN ADOMEIT: Yes. That's the one.

15 MR. DISETTE: Yeah. I'll make that motion.

16 MR. DISETTE: All right.

17 CHAIRMAN ADOMEIT: Who seconded it?

18 MR. CHISEM: I did.

19 MR. CAREY: Carl's got it.

20 CHAIRMAN ADOMEIT: All right. Okay. Any further
21 discussion? Hearing none, all in favor, say aye or raise your
22 hand. It's unanimous, the ayes have it.

23 Okay. Now, are we at adjournment? Did we make it?

24 MR. DISETTE: We've done two hours. I'm not going to
25 make that motion. I say we stay here.

1 MR. CAREY: With all due respect, John, I'll make that
2 motion. This is Mike Carey, I move to adjourn.

3 MR. DISETTE: And I second it.

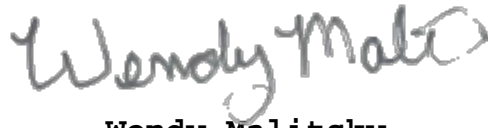
4 CHAIRMAN ADOMEIT: All in favor, say aye or raise your
5 hand. It's unanimous, the ayes have it.

6 Thank you very much.

7 (Meeting adjourned at 10:56 a.m.)
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CERTIFICATE

I certify that this document is a true and accurate description of the proceedings obtained from the recorded meeting of the State of Connecticut State Employees Retirement Commission, Purchase of Service and Related Matters Subcommittee on November 6, 2024 to the best of my ability.



Wendy Malitsky

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